

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

IN RE:

MELODY NAKINA LEWIS,

Debtor.

Case No. 18- 14388 SAH
(Chapter 7)

IAN'S ENTERPRISE, LLC, an Oklahoma
limited liability company,

Plaintiff,

vs.

Adv. Pro. No.

MELODY NAKINA LEWIS,

Defendant.

**IAN'S ENTERPRISE, LLC COMPLAINT FOR DETERMINATION OF
NONDISCHARGEABILITY AND FOR JUDGMENT IN THE AMOUNT OF
NONDISCHARGEABLE CLAIM PURSUANT TO 11 U.S.C. § 523**

COMES NOW, Ian's Enterprise, LLC ("IE" or "Plaintiff"), and files this Complaint For Determination Of Nondischargeability And For Judgment In The Amount Of Nondischargeable Claim Pursuant To 11 U.S.C. § 523. In support, Plaintiff alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff is an Oklahoma limited liability company doing business in Oklahoma.
Plaintiff is registered to do business in the state of Oklahoma.
2. Debtor, Melody Nakina Lewis, resides in Edmond, Oklahoma.
3. The Court has jurisdiction to hear this matter pursuant to 28 U.S.C. §§ 1134 and 157(a) and (b).
4. This is a core proceeding as designed by 28 U.S.C. § 157(b).

5. Plaintiff consents to the entry of final orders or judgment by the Court on any issue in this adversary proceeding pursuant to F. R. Bankr. P. 7008.
6. On or about August 14, 2014, Defendant executed and delivered a written promissory note to Plaintiff (the “Note”). Pursuant to the terms of the Note, Defendant agreed to pay the principal sum of \$19,080.
7. Defendant defaulted under the terms of the Note. Plaintiff accelerated all sums due and owing under the Note.
8. On or about August 20, 2014, Defendant entered into a Lease Agreement (the “Lease Agreement”) to lease certain real property located at 7100 N.W. 32nd Street, Bethany, Oklahoma 73008 (the “Premises”). Pursuant to the Lease Agreement, Plaintiff was the landlord and Defendant was the tenant.
9. Pursuant to the terms of the Lease Agreement, Defendant agreed to pay certain rentals to Plaintiff for the use and occupancy of the Premises. Defendant defaulted in the payment of the required rental amounts pursuant to the Lease Agreement.
10. Plaintiff made demand on Defendant for payment of all amounts due and owing pursuant to the Lease Agreement. Defendant failed and refused to pay the amounts due and owing.
11. As part of completing the Note and Lease Agreement, Defendant provided information to Plaintiff regarding Defendant’s income that she began earning in 2011.
12. The information Defendant provided to Plaintiff regarding her income was false.
13. In addition to providing false information to Plaintiff regarding her income, Plaintiff also engaged in Medicaid fraud.

14. On or about April 12, 2017, Defendant plead guilty to Medicaid fraud in *State of Oklahoma v. Melody Nakina Lewis*, Case CF-2015-5836, Oklahoma County, State of Oklahoma (the “*Medicaid Fraud Case*”).
15. On or about September 1, 2017, Defendant received a five (5) year suspended sentence and a monetary penalty of \$94,000 in the *Medicaid Fraud Case*.
16. When Defendant submitted her income information to Plaintiff as part of completing the Note and Lease Agreement, Defendant used the same fraudulent information regarding her income that was used by Defendant as part of the Medicaid Fraud that was the subject of the *Medicaid Fraud Case*.
17. On November 13, 2015, Plaintiff filed a lawsuit against Defendant for breach of the Lease Agreement and failure to pay the sums due pursuant to the Note. The lawsuit was styled as *Ian's Enterprise, LLC v. Melody Lewis*, Case No. CJ-2015-6205, Oklahoma County, State of Oklahoma (the “*State Court Case*”).
18. On January 14, 2016, Plaintiff got a judgment against Defendant in the *State Court Case* in the amount of \$31,076.87, plus pre-judgment and post-judgment interest, for attorney’s fees of \$2,980.00 and for costs of \$369.91.
19. Plaintiff entered in the Note and Lease Agreement based, in part, on the false information Defendant provided regarding her income. This false information was part of the same false information that resulted in the filing of the *Medicaid Fraud Case*.

FIRST CAUSE OF ACTION – 11 U.S.C. §523(a)(2)(B)

For Plaintiff’s first cause of action against Defendant, Plaintiff realleges all facts and allegations set forth above and further states:

1. The Note and Lease Agreement submitted by Defendant were a statement in writing, that was materially false, respecting Debtor's financial condition, on which Plaintiff reasonably relied and that Debtor caused to be made or published with the intent to deceive.
2. Defendant's actions are nondischargeable pursuant to 11 U.S.C. §523(a)(2)(B).

SECOND CAUSE OF ACTION – 11 U.S.C. § 523(a)(2)(A)

For Plaintiff's second cause of action against Defendant, Plaintiff realleges all facts and allegations set forth above and further states:

1. Defendant's actions to induce Plaintiff to enter into the Note and Lease Agreement set forth above were based on a false pretense, false representation or actual fraud by Defendant.
2. Defendant's actions are nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A).

THIRD CAUSE OF ACTION – 11 U.S.C. § 523(a)(6)

For Plaintiff's third cause of action against Defendant, Plaintiff realleges all facts and allegations set forth above and further states:

1. Defendant's actions as set forth above were done willfully and maliciously by Defendant to Plaintiff. Defendant's willful and malicious actions injured Plaintiff.
2. Defendant's actions are nondischargeable pursuant to 11 U.S.C. §523(a)(6).

WHEREFORE, PREMISES CONSIDERED, Ian's Enterprise, LLC respectfully requests the Court determine that all indebtedness owed by Defendant to Plaintiff is nondischargeable pursuant to 11 U.S.C. §§ 523(a)(2)(A), (a)(2)(B) and (a)(6) and for such other relief as the Court deems equitable.

Respectfully Submitted,

/s/ Gary D. Hammond

Gary D. Hammond, OBA# 13825

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